

2-0104

03-00

AGREEMENT

Between

BURLINGTON COUNTY WELFARE BOARD

and

BURLINGTON COUNTY WELFARE BOARD EMPLOYEES
LOCAL 1086, COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

11/1/76-12/31/77

BURLINGTON COUNTY WELFARE BOARD

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	2
III	DUES CHECK OFF	3
IV	SENIORITY	3
V	HOURS OF WORK	4
VI	GRIEVANCE PROCEDURE	4
VII	HOLIDAYS	8
VIII	SICK LEAVE	9
IX	LEAVE OF ABSENCE WITHOUT PAY	11
X	VACATION LEAVE WITH PAY	12
XI	MATERNITY LEAVE	13
XII	EDUCATION BENEFITS	13
XIII	HEALTH INSURANCE COVERAGE	14
XIV	PERSONAL LEAVE	15
XV	BEREAVEMENT LEAVE	15
XVI	ANNUAL EVALUATIONS	16
XVII	VOLUNTARY SAVINGS BOND PLAN	16
XVIII	ANNOUNCEMENT OF PROMOTIONAL JOB OPENINGS	16
XIX	TEMPORARY JOB REPLACEMENT	17
XX	TRAINING	17
XXI	RECAPITULATION OF LEAVE	18
XXII	COMPENSATION	18
	SCHEDULE	18a

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE #</u>
XXIII	COMPENSATION	19
XXIV	LONGEVITY	21
XXV	LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS	21
XXVI	EARLY CLOSING FOR INCLEMENT WEATHER	21
XXVII	MILEAGE	21
XXVIII	TERM OF CONTRACT	23
XXIX	FULLY BARGAINED CLAUSE	23
XXX	LEGALITY OF CONTRACT	24

PREAMBLE

This Agreement, effective January 1, 1976 for a period of two years is entered into by and between the Burlington County Welfare Board (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO, (hereinafter referred to as the "Union").

The purpose of this Agreement is harmonious relations between the Employer and the Union, the Establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

In accordance with certification by the State of New Jersey Public Employment Relations Commission (Docket Number RO-54) the Welfare Board recognizes the Union as the exclusive collective negotiations agent for all employees excluding Director, Deputy Director, Chief Clerk, Supervisor of Administrative Services and other Supervisors within the meaning of the Civil Service and Employer-Employee Relations Act.

ARTICLE II

MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare.

It is agreed that the above recited management rights are not subject to the grievance and/or arbitration procedures set forth in Article VI hereof.

ARTICLE III

DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, agrees to deduct from the first pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Board shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be \$5.00 per month, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union Dues is to be made.

ARTICLE IV

SENIORITY

Seniority which is defined as continuous employment with the Board from the date of last hire, will be given due consideration by the Welfare Board in accordance with Civil Service regulations.

In considering employees for promotion to job classifications having a higher rate of pay the Welfare Board will give due consideration to experience, ability, aptitude, attitude, attendance, physical condition, proximity to job location and results of Civil Service Examinations. When all of the aforementioned items are substantially equal, seniority will be the deciding factor.

ARTICLE V
HOURS OF WORK

A. The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.

B. Overtime - Overtime, when authorized by the County Welfare Director, shall be performed by any employee, to provide extra services entirely outside of the regularly prescribed hours of duty. Such services shall be independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require that it be the same duties in order to meet essential services or requirements in a timely manner.

C. Overtime Pay - When, by reason of the pressure of official business, an employee is required to work on a holiday, or to work overtime as above defined, he is entitled to receive cash compensation for his overtime employment beyond 35 hours in any given work week at a rate of $1\frac{1}{2}$ times the regular rate at which he is employed.

ARTICLE VI

GRIEVANCE PROCEDUREA. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward.

b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.

b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint.

Step 3

a. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in

dispute. In the event, the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

b. The grievant may be represented by the Local Union Officer, or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 4

a. Any unresolved contract grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Association. The Association must file the request for arbitration within ten (10) working days after the receipt of the Board's decision.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

d. The arbitrator shall be selected by agreement between the parties within thirty (30) working days following the execution of this agreement. The arbitrator shall be selected from the members of the Institute of Management and Labor Relations of Rutgers University and shall be designated as permanent and shall serve during the life of the agreement, or

e. If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:

- 1) by selection from list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, or;
- 2) by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;
- 3) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

f. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

g. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

h. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority.

i. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

j. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

k. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

l. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

m. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

m. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE VII

HOLIDAYS

Holidays as referred to in this Article include legal holidays as fixed by statutes, these being:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

and whenever any such day falls on a Sunday, the following day; additional holidays as established from time to time by gubernatorial proclamations; additional days which may be established by appropriate authority by rule, proclamation, or order in a given locality as holidays for public employees in that locality.

ARTICLE VIII

SICK LEAVE

A. The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established Welfare Board and/or established County policy.

3. Permanent employees shall be authorized to receive their entitled sick leave at the beginning of the calendar year.

B. Temporary Employees

Temporary employees shall be granted sick leave with pay on the basis of one (1) day sick leave for each full month of service or major fraction thereof. Sick leave may be taken by temporary employees not exceeding the amount earned. Temporary employees will be permitted to accumulate sick leave without limit. Temporary employees becoming permanent during the year will continue to accumulate sick leave at the rate of one (1) day sick leave for each full month of service or major fraction thereof for the remainder of that year and will thereafter be granted fifteen (15) days annual sick leave thereafter the same as set forth for permanent employees.

C. Permanent and Temporary Employees

1. Sick leave for absences of long duration must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave.

2. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 9:00 A.M., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted after five (5) work days consecutive sick leave.

3. All sick leaves are subject to Administration and/or Board approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

4. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed \$12,000.00.

ARTICLE IX

LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay may be granted, at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.

B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced at the same rate earned for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

ARTICLE X

VACATION LEAVE WITH PAY

- A. Full time employees shall be granted vacation leave as follows:
- One (1) working day for each month of service or major fraction thereof during the first year;
- After one year of service through five years of service, twelve (12) working days per year;
- After five years of service through twelve years of service, fifteen (15) working days per year;
- After twelve years of service through twenty years of service, twenty (20) working days per year;
- After twenty years of service, twenty-five (25) working days per year.
- B. Service includes all temporary continuous service immediately prior to permanent appointment with the Welfare Board or other County office provided there is no break in service of more than one week.
- C. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation leave upon request of the employee and approval by the Board may be carried into the following year but no further.
- D. When vacation requests conflict, the senior employee shall be given preference of vacation time providing it does not interfere with the proper administration of the agency and will be discretionary with the Director

ARTICLE XI

MATERNITY LEAVE

Employees covered by this Agreement who are entitled to maternity leave will be granted such leave upon request. Request for such leave will be made in writing to the Welfare Director. Notification of the pregnancy shall be given to the Welfare Director not later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.

Maternity leave shall not be granted beyond one year.

Maternity leave, with pay, shall not be granted beyond one month after termination of pregnancy.

ARTICLE XII

EDUCATION BENEFITS

All permanent Welfare Board employees shall be entitled to reimbursement for not more than 6 credit hours per school year for courses in job related areas, to the extent of one half ($\frac{1}{2}$) of the tuition subject to Ruling 11. All employees must show proof of enrollment and upon completion of the course must show successful proof of completion to receive reimbursement.

An Education Committee will be formed to be composed of one administration representative, one member of Local 1086-C.W.A., and the Welfare Board Training Supervisor. The purpose of the committee will be to determine who shall be granted educational leaves in accordance with Ruling 11, Part III.

ARTICLE XIII

HEALTH INSURANCE COVERAGE

1. The Welfare Board agreed to pay for the full cost and provide coverage for eligible employees and their immediate families, in accordance with the definition of the insurance carrier, for Blue Cross and Blue Shield Plans of New Jersey and a major medical benefit underwritten by the Prudential Insurance Company of America, in accordance with the New Jersey State Health Benefits Program.

Coverage for employees will be provided from the first day of the month following the date of two (2) months of continuous service with the employer.

2. Basic single coverage indemnity schedule B of the New Jersey Dental Service Plan Inc., will be paid by the Burlington County Welfare Board. Family coverage is optional which shall be through a contributory payroll deduction plan.

3. It is further agreed that subject to the availability to be provided by the new Burlington County Health Department, the employer shall:

a. Provide the opportunity for each employee to receive an annual physical examination, at such county health facility, on a voluntary basis at a time or times scheduled by the Burlington County Welfare Board.

b. Institute a voluntary immunization program, at such county health facility to cover TB testing, sickle-cell anemia, flu, polio and any other job related contagious disease to which the employee may be exposed. Approval of immunization will be granted by the Director.

ARTICLE XIV

PERSONAL LEAVE

Three days personal leave per calendar year are authorized after one year of continuous service, for personal business which can only be attended to during regular business hours. Requests for personal leave, shall be submitted 24 hours in advance to the immediate supervisor for approval. An employee may take no more than two half days in the three authorized days. Unused personal leave days can not be carried over in to the next calendar year.

ARTICLE XV

BEREAVEMENT LEAVE

All employees shall be entitled to a maximum of three days leave with pay per calendar year for death in the immediate family. The immediate family shall be defined as spouse, child, brother, sisters, parents and parents-in-law. Unused bereavement leave days can not ^{be} carried over into the next calendar year.

2-9m

ARTICLE XVI

ANNUAL EVALUATIONS

The annual employee evaluations will be made in compliance with 4:1-20-2 Title 4, NJAC.

ARTICLE XVII

VOLUNTARY SAVINGS BOND PLAN

Employees may enroll in a voluntary payroll deduction Federal Savings Bond Plan.

Applications for enrollment will be made available through the Bookkeeping Department.

ARTICLE XVIII

ANNOUNCEMENT OF PROMOTIONAL JOB OPENINGS

1. Individual notices of each promotional examination and an application form shall be provided by the Department of Civil Service and through the Welfare Board to each employee eligible for admission to such examination.

are subject to Civil Service regulations and

2. Notices of examinations/shall include:

- a. The title of the class for which the examination is to be held;
- b. The salary rate or range;
- c. A reference to duties and responsibilities;
- d. Established minimum qualification requirements for admission of applicants;
- e. The parts and respective examination weights;
- f. Information concerning the filing of applications.

3. All existing vacancies shall be posted on the appropriate employee's bulletin board for a period of five (5) working days.

ARTICLE XIX

TEMPORARY JOB REPLACEMENT

In the event an employee is required to leave employment because of maternity, educational leave, prolonged illness or other long term authorized leave of absence, a qualified replacement will be provided to maximum extent possible to perform the duties of the above absent employee.

Replacement for employee on prolonged illness will commence after an employee has been ill for 5 consecutive work days and shows a prognosis of illness anticipated beyond one month. The employer will endeavor to develop a list of qualified substitutes to satisfy the provisions of this Article.

ARTICLE XX

TRAINING

The employer agrees to hire a qualified Training Supervisor to conduct on-going training of newly appointed ^{social} ~~case~~ workers and ^{income maintenance} ~~welfare~~ technicians. ~~aides~~

The employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.

Time will be allocated at training session of all new employees for an authorized CWA representative to explain the contents and benefits of a CWA negotiated agreement and to discuss benefits to the CWA affiliation not to exceed 30 minutes.

ARTICLE XXI

RECAPITULATION OF LEAVE

The Board will issue a semi-annual recapitulation of accrued sick and vacation leave to each employee during the months of January and July on an individual basis.

ARTICLE XXIII

COMPENSATION

A. The salaries and stipulations contained in this Article are based on the thirty-five (35) work week, 7 hours per day, 5 days a week.

B. During the term of this Agreement, employees covered by this Agreement shall be compensated as follows:

1. The entrance salary shall be the minimum salary of the range. In addition there shall be seven steps and the maximum rate as established in Ruling Number 11, effective 1/1/76, ~~Department of Institutions and Agencies~~ *82*

<u>TITLE</u>	<u>RANGE #</u>	<u>SALARY RANGE</u>
Social Worker	A18	\$10,115 - \$13,657
Income Maintenance Specialist	A18	10,115 - 13,657
Investigator	A18	10,115 - 13,657
Income Maintenance Technician	A13	7,925 - 10,697
Principal Clerk	A11	7,189 - 9,702
Principal Clerk Bookkeeper	A11	7,189 - 9,702
Senior Clerk Typist	A8	6,210 - 8,387
Senior Clerk Bookkeeper	A7	5,914 - 7,986
Clerk Transcriber	A6	5,632 - 7,606
Stock Clerk	A5	5,364 - 7,240
Clerk Typist	A5	5,364 - 7,240
Clerk Bookkeeper	A5	5,364 - 7,240
Account Clerk	A5	5,364 - 7,240
Account Clerk (Typing)	A5	5,364 - 7,240
Receptionist	A5	5,364 - 7,240
Addressograph Operator	A4	5,109 - 6,894
Building Maintenance Worker	A4	5,109 - 6,894
Social Service Aide	A4	5,109 - 6,894

2. Anniversary date is defined regardless of classification, by the Welfare Board, as indicated below:

All employees who have completed at least one year of continuous employment and whose date of hire is between January 1 and April 1 shall receive a merit increment on April 1; those whose date of hire is between April 2 and July 1 shall receive a merit increment on July 1; those whose date of hire is between July 2 and October 1 shall receive a merit increment on October 1; those whose date of hire is between October 2 and December 31 shall receive a merit increment on January 1.

3. Effective 1/1/76 salaries for Income Maintenance Specialists, Social Workers, Investigators and Income Maintenance Technicians, will be adjusted to the new revised Ruling 11 plan identified in paragraph B 1 above, so that the adjustment will provide a 5% increase in the old range and then equalize to the proper salary step of the new range. In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned on the basis of the effective date of the salary increase.

4. Effective 1/1/76 all employees, with the exception of Income Maintenance Specialists, Social Workers, Investigators, and Income Maintenance Technicians covered by this Agreement shall receive a 7% salary differential based upon the minimum step in the appropriate salary range, which salary differential shall terminate on 12/31/76.

5. In the event an employee is promoted or demoted during the life of this Agreement, the salary differential, if applicable, shall be based on the minimum step of the salary range of the classification title to which such employee is assigned, on the effective date of such assignment.

SCHEDULE OF COMPENSATION EFFECTIVE JANUARY 1, 1976.

<u>TITLE</u>	<u>RANGE</u> <u>From</u>	<u>CHANGE</u> <u>To</u>	<u>DIFFERENTIAL</u> <u>(Percentage of minimum)</u>
IM Specialist	A16	A18	0%
Social Worker	A16	A18	0%
Investigator	A16	A18	0%
IM Technician	A11	A13	0%
All others in the No Range Change bargaining unit.			7% of range minimum starting salary

ARTICLE XXIV

LONGEVITY

Longevity Pay will be given each December 1st in a separate check to all classified Civil Service employees with more than five years continuous full-time service on that date based upon date of hire.

5 years	1%
10 years	2%
15 years	3%
20 years	4%
25 years & over	5%

Any person retiring during course of year will receive longevity on a monthly prorated basis. The same procedure will be followed in the case of death.

ARTICLE XXV

LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

A. Union delegates will be afforded leave with pay to attend the following conferences or conventions:

1. Annual International CWA Convention
2. District I CWA Conference
3. State CWA Conference
4. Legislative International CWA Conference
5. State Legislative International CWA Conference
6. District I Council of Public Employees

B. Written notice, from the Union, of the authorization of delegates to utilize such leave time shall be given to the Board at least twenty-one days in advance of the date or dates of such convention.

C. Leave will be granted to not more than three (3) delegates at any one time who are authorized by the President or the Executive Director of the Union, and shall be limited to an aggregate total of twenty (20) days of paid leave in a one year period and five (5) days of paid leave for any single conference or convention for any individual except in the case where special approval of an exception may be granted by the Welfare Board.

D. Leave not utilized in any period shall not be accumulated except that where the Union requests in writing not later than thirty (30) days prior to the end of the year period a maximum of five (5) days may be carried into the succeeding year period exclusively for the annual CWA National Convention or for other approved special meetings.

E. In addition leave of absence without pay may be granted to any employee desiring to attend at his own expense not exceeding five (5) days for any single conference or convention.

F. In the event of a proposed State or Federal takeover of the Supervision and Administration of the Welfare Board, two (2) members of the Union Executive Board, shall be permitted to attend any public hearings on the legislation, up to an aggregate total of four (4) days, without loss of leave time or pay, subject to the approval of the Director of Welfare.

ARTICLE XXVI

EARLY CLOSING FOR INCLEMENT WEATHER

In the event of inclement weather employees may be dismissed early at the discretion of the Director and/or his authorized Representative.

ARTICLE XXVII

MILEAGE

Whenever an employee is authorized and required to use his privately owned automobile for work assignment, the employee shall be compensated at the rate of 14¢ per mile.

ARTICLE XXVIII

TERM OF CONTRACT

This Agreement shall be effective on January 1, 1976 and continue in effect until December 31, 1977, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes of termination shall notify the other party in writing of that fact prior to October 1, in the year prior to the proposed date of change or termination, and after notification negotiations shall commence. During the term of this two (2) year agreement, it is agreed that, subject to the notification procedures above, this Agreement may be reopened for the 1977 calendar year for the purpose of discussion and negotiation of the following items only:

1. Salary,
2. Educational Benefits,
3. Disability Plan,
4. Mileage and
5. Grievance Procedure.

ARTICLE XXIX

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment set forth in this Agreement.

ARTICLE ~~XXX~~LEGALITY OF CONTRACT

1. Any provision of the Agreement found to be in violation of any existing or future Local, State, or Federal legislation shall be subject to renegotiation by the parties in order to insure that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

IN WITNESS WHEREOF the parties have entered into this Agreement
and caused same to be executed by its respective officers or agents on
the 10th day of August, 1976.

Communications Workers of America

BY: *Sharon Wilkins*

BY: *David Pearson*

BY: *Linda Hayes*

Burlington County Welfare Board

BY: *Carroll R. Lockwood*

BY: *Robert F. Gallagher*

Reviewed and approved by the:
DIVISION OF PUBLIC WELFARE
NEW JERSEY DEPARTMENT OF INSTITUTIONS
AND AGENCIES

January 28, 1977

Addendum to the 1976-77 Agreement Between The Burlington County Welfare Board And The Communications Workers of America-AFL-CIO

1. Article XII-Education Benefits-is superseded by the following:

All permanent Welfare Board employees shall be entitled to reimbursement for not more than twelve (12) credit hours per calendar year to the extent of 75% of tuition in job-related areas, subject to Ruling 11. All employees must show proof of enrollment and upon completion of the course, must show proof of completion to receive reimbursement.

(or letter) Basic adult education programs and GED program tuition costs shall be reimbursable at a rate of 50%. All employees must show proof of ^{successful} completion in order to receive reimbursement.

An Education Committee will be formed to be composed of one administration representative, one member of Local 1086 CWA, and the Welfare Board Training Supervisor. The purpose of the committee shall be to determine who shall be granted leaves in accordance with Ruling 11, Part III. The method of the make-up of time lost from work in order to attend classes shall be determined by the Education Committee.

2. Article XXII-Compensation-is amended as follows:

The salaries as reflected in Article XXIII shall be amended so that the respective titles and salary ranges shall be those in the salary guidelines of Ruling 11, Appendix II, which has an effective date of July 1, 1976.

Those individuals who received a 7% differential in 1976 shall continue to do so; new positions other than IM Specialist, Social Workers, IM Technicians and Investigators shall receive a 7% differential

The merit increment system shall remain in force.

All the above actions shall be ^{effective} ~~retroactive to~~ 1 January 1977.

COMMUNICATIONS WORKERS OF AMERICA

BY: Jean Fawcett - CWA Rep.
Jean Fawcett
International Representative

BY: David Pierson
David Pierson
President, Local 1086 CWA

BURLINGTON COUNTY WELFARE BOARD

BY: Camille Lockwood
Camille Lockwood
Board Chairman

BY: Robert F. Gallagher
Robert F. Gallagher
Director of Welfare